

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ANDREEA ORENT,

Plaintiff, Index No.

- against -

BLOOMBERG LP,

Defendant.

VERIFIED COMPLAINT

Plaintiff Andreea Orent by her attorneys, Virginia & Ambinder, LLP alleges upon knowledge and upon information and belief as follows:

PRELIMINARY STATEMENT

1. This action is brought against Bloomberg LP (hereinafter “Defendant”) for violations of New York City Human Rights Law, Administrative Code of the City of New York §8-101 *et seq.* (hereinafter “NYCHRL”) for wrongful discrimination and unlawful retaliation because of Plaintiff’s disability. Plaintiff seeks compensatory and punitive damages, interest, attorneys’ fees and costs.

PARTIES

2. Plaintiff Andreea Orent is a resident of New York and a former employee of Defendant.

3. Defendant Bloomberg LP is a foreign limited partnership incorporated under the laws of the state of Delaware and maintains a place of business at 731 Lexington Avenue, New York, New York, 10022 and does business in the state of New York.

4. Defendant Bloomberg LP is an employer as defined in the NYCHRL as it employs four or more persons.

5. Defendant is liable under the NYCHRL for unlawful acts committed by supervisors or managers.

STATEMENT OF FACTS

6. Plaintiff began working for Defendant on June 1, 2004.

7. During all relevant times, Plaintiff worked in Defendant's sales business unit.

8. Plaintiff suffers from urethral stricture, chronic cystitis and bladder infections, pelvic pain and periodic kidney stones (hereinafter Plaintiff's "medical conditions"). These are chronic lifetime conditions that qualify as a disability under the NYCHRL.

9. During a flare-up of her medical conditions, Plaintiff must rest to recover and prevent further complications. Stress and anxiety exacerbate her medical conditions. Plaintiff also requires periodic medical procedures and post procedure recovery time.

10. Plaintiff first required treatment for her medical conditions in approximately August of 2007.

11. Defendant utilizes a third-party vendor called Reed Group to process and authorize disability leave and accommodations. Defendant, through Reed Group, recognized Plaintiff's medical conditions as a qualifying medical disability and approved disability accommodations in 2007. Plaintiff's disability accommodations continued throughout her employment with Defendant, until her employment with Defendant ended on June 15, 2017.

12. Plaintiff's disability accommodations consisted of paid leave time when she was too unwell to work.

13. Plaintiff's exercise of her disability accommodations is a protected activity under the NYCHRL.

14. Defendant had established policies and procedures in place for Plaintiff to take her disability accommodations. Plaintiff was required to follow the following policy: “Each individual absence must be reported to Reed Group at 866-425-9585 as soon as possible, but no later than 2 business days following the absence.” Reed Group then sent notification that Plaintiff was taking disability leave to any Bloomberg employee authorized to receive this information and updated Plaintiff’s internal file to mark the leave accordingly.

15. Plaintiff was also told by Reed Group that she should let her manager know of her need to take leave. No time limit was established for this notice.

16. Plaintiff complied with all of Defendant’s policies and procedures with respect to taking her disability accommodations. For procedures and post recovery time, Plaintiff provided notification to Reed Group and her manager in advance of her leave. For flair-ups of her medical conditions, Plaintiff provided notice to Reed Group and her manager as soon as possible, but no later than 2 business days following the absence.

17. There was no requirement for Plaintiff to provide any paperwork regarding her disability leave to anyone other than Reed Group.

18. For almost nine years, until May 2016, Plaintiff received her disability accommodations without incident.

19. With her disability accommodations, Plaintiff was a productive member of Defendant’s workforce as confirmed by, among other things, her long tenure working for Defendant.

20. Plaintiff has always met or exceeded Defendant’s expectations for her work. Plaintiff has received numerous positive reviews from managers throughout her employment with

Defendant. Plaintiff has also received periodic raises to her base salary and bonuses throughout her employment.

21. Plaintiff was qualified for her job with Defendant and able to perform the essential functions of her job, with or without reasonable accommodations.

Plaintiff's Transfer to HSBC Group

22. On May 17, 2016, Plaintiff was transferred to the HSBC group upon her return from maternity leave.

23. Plaintiff's supervisor in the HSBC group was Lorin Agerstrand, who had only recently returned from maternity leave herself.

24. Ms. Agerstrand was initially friendly to Plaintiff and appeared to treat Plaintiff no different than other members of the group.

25. This relationship changed for the worse, with Ms. Agerstrand becoming increasingly resentful and hostile to Plaintiff, soon after Ms. Agerstrand learned that Plaintiff had a qualified disability that permitted her to take intermittent leave from work.

26. Ms. Agerstrand treated Plaintiff less well than other employees as a result of her disability.

27. Ms. Agerstrand, through her comments and conduct, made it clear to Plaintiff that she harbored a discriminatory animus against Plaintiff and retaliated against her due to her disability.

28. Ms. Agerstrand reprimanded Plaintiff numerous times for failing to provide early enough notice when Plaintiff would need to be out of the office for her disability leave.

29. Plaintiff told Ms. Agerstrand on more than one occasion that Ms. Agerstrand's requests were inappropriate and violated Defendant's policies for disability leave

accommodations. Plaintiff informed Ms. Agerstrand that she was unable to always provide advanced notice for leave due to the unpredictable nature of her medical condition and that she was providing notice as soon as possible to Reed Group and to Ms. Agerstrand in accordance with Defendant's policies.

30. Ms. Agerstrand nonetheless continued to reprimand Plaintiff for failing to provide "sufficient" notice to her.

31. Ms. Agerstrand also reprimanded Plaintiff for failing to provide her with copies of paperwork from Reed Group authorizing her leave.

32. Plaintiff told Ms. Agerstrand that Reed Group was responsible for sending all paperwork to any Bloomberg employee authorized to receive this information.

33. Ms. Agerstrand nonetheless continued to demand that Plaintiff provide copies of paperwork from Reed Group to her directly.

34. Ms. Agerstrand's demand for earlier notice and Reed Group paperwork were superfluous, against company policy, and intended only to harass Plaintiff and cause her additional distress. For example, on August 11, 2016, Plaintiff notified Ms. Agerstrand via email that she would be absent due to her disability leave. Ms. Agerstrand responded that "reed communicated with me so I knew already. i[sic] updated your out already with an I day since it has been approved and they sent me the supporting documentation."

35. Plaintiff's attempts to comply with Ms. Agerstrand's requirements caused Plaintiff stress and anxiety which delayed her recovery, expressly going against her doctor's orders for rest.

36. Plaintiff's opposition and complaints to Ms. Agerstrand constitute protected activity under the NYCHRL.

37. Defendant failed to engage in any good faith discussions about additional accommodations Plaintiff may have needed with respect to notice requirements for her disability leave.

38. Ms. Agerstrand became obsessed with Plaintiff's time out of the office, initially with respect to her disability leave, and soon also with respect to any personal leave.

39. Employees in Ms. Agerstrand's group, including Ms. Agerstrand herself, would note time out of the office for personal matters on their internal work calendars. These work calendars were viewable by all other members of the team, including Ms. Agerstrand.

40. Plaintiff noted time out of the office for personal matters on her internal work calendar.

41. Ms. Agerstrand demanded that Plaintiff request permission and provide notice to her directly any time Plaintiff needed to be away from the office for personal matters.

42. Ms. Agerstrand reprimanded Plaintiff for failing to request permission and/or provide notice to her directly when Plaintiff needed to be away from the office for personal matters.

43. Ms. Agerstrand did not require other non-disabled employees to request permission and/or provide notice to her directly when they needed to be away from the office for personal matters.

44. Ms. Agerstrand had a generous policy with respect to personal leave for other co-workers.

45. For example, co-worker Laura Daniels routinely took personal time and came in late to work because her daughter was having difficulty with the separation process at school. This arrangement was suggested by Ms. Agerstrand unilaterally, upon hearing Ms. Daniel's complain about the situation with her daughter. Ms. Daniels told Plaintiff that she did not provide notice to

Ms. Agerstrand each time she would be late to work, that she did not provide any supporting documentation to Ms. Agerstrand, nor did Ms. Agerstrand discipline her for not providing notice or documentation.

46. Upon information and belief, Ms. Daniels is not disabled and does not require disability accommodations from Defendant.

47. As another example, co-worker Jessica Herman would on occasion leave work for private appointments or leave early to go to the airport. These personal matters would be placed in Ms. Herman's work calendar. Ms. Herman told Plaintiff that she did not provide notice to Ms. Agerstrand each time she would be out of the office for personal matters, that she did not provide any supporting documentation to Ms. Agerstrand, nor did Ms. Agerstrand discipline her for not providing notice or documentation.

48. Upon information and belief, Ms. Herman is not disabled and does not require disability accommodations from Defendant.

49. As another example, co-worker Alexandra Nicolosi would on occasion leave work for private appointments. These personal matters would be noted in Ms. Nicolosi's work calendar. Ms. Nicolosi told Plaintiff that she did not provide notice to Ms. Agerstrand each time she would be out of the office for personal matters, that she did not provide any supporting documentation to Ms. Agerstrand, nor did Ms. Agerstrand discipline her for not providing notice or documentation.

50. Upon information and belief, Ms. Nicolosi is not disabled and does not require disability accommodations from Defendant.

51. After confirming that Ms. Agerstrand did not take any actions or require any actions from Ms. Herman for leaving early to go the airport for personal matters, Plaintiff conducted a test whereby she too put in an entry in her work calendar for "airport." Almost immediately, Ms.

Agerstrand contacted Plaintiff, demanded Plaintiff provide additional information about why she needed to leave work early to go to the airport, and reprimanded her for not first requesting permission.

52. Every Monday morning, Bloomberg holds a company wide sales meeting (“Monday Meeting”).

53. There is not enough physical space for every employee to attend the Monday Meeting in person.

54. Defendant’s employees, especially more experienced members of the salesforce, routinely arrive late to the Monday Meeting without repercussion.

55. Defendant’s employees, especially more experienced members of the salesforce, routinely miss the Monday Meeting without repercussion.

56. Defendant’s employees, especially more experienced members of the salesforce, routinely viewed the Monday Meeting remotely from their desks without repercussion.

57. During Plaintiff’s long tenure with Defendant, she has attended countless Monday Meetings. Plaintiff has also at times arrived late to the Monday Meeting, at times did not attend the Monday Meeting, and at times viewed the Monday Meeting remotely from her desk. Prior to working for Ms. Agerstrand, she has never been reprimanded for any of her actions related to the Monday Meetings.

58. Upon starting to work for Ms. Agerstrand on May 17, 2016, Plaintiff continued her prior routine with respect to the Monday Meetings.

59. Ms. Agerstrand remained silent regarding Plaintiff’s attendance at Monday Meetings for almost six months.

60. It was not until December 9, 2016 that Ms. Agerstrand first notified Plaintiff that her failure to timely attend every Monday Meeting in person was a problem. In Plaintiff's 2016 year-end evaluation, Ms. Agerstrand made a point of severely criticizing Plaintiff for being late to seven Monday Meetings before Plaintiff was even told her attendance was required.

61. Once notified that her attendance was required, Plaintiff was late to one Monday Meeting, on December 19, 2016 due to being very sick. Despite being very sick and needing to rest, Plaintiff came to the office so as not to miss the Monday Meeting, fearing repercussions from Ms. Agerstrand. Rather than applaud Plaintiff for her efforts, Ms. Agerstrand reprimanded Plaintiff and noted this one late occurrence in Plaintiff's 2016 year-end evaluation and threatened to "formalize these concerns with HR."

62. Ms. Agerstrand did not reprimand other co-workers in the same manner for failing to timely attend the Monday Meeting.

63. For example, Jessica Herman routinely missed Monday Meetings, came in late, or watched them remotely on her computer. Upon information and belief, Ms. Agerstrand did not discipline Ms. Herman or threaten to report Ms. Herman's behavior to HR.

64. Plaintiff exceeded her metric sales targets in 2016 since joining the HSBC Group. Nonetheless, Ms. Agerstrand's 2016 year-end performance evaluation of Plaintiff was the worst evaluation Plaintiff had ever received during her long tenure at Bloomberg. These performance evaluations remain in Plaintiff's personnel file and are factored in when addressing work assignments, salary, bonus, and other terms, conditions, and benefits of employment.

65. Despite omitting the word "disability accommodations", Ms. Agerstrand's animus towards Plaintiff for her disability leave is evident in Plaintiff's 2016 year-end evaluation. For example, Ms. Agerstrand wrote the following:

“Dreea frequently needs flexibility with her schedule however Dreea very rarely communicates this need in advance. As discussed throughout 2016, if Dreea needs any sort of flexibility with her calendar (arriving late, leaving early, stepping out for more than an hour during the workday, childcare issues or doctors’ appointments, etc.) she must request the needed flexibility at least one day in advance. Should something arise last minute, she needs to communicate with me as soon as possible. It is a basic requirement of the role to properly communicate with your management team if you aren’t able to be at work during the expected times. This is the level of professionalism that is expected going forward.”

66. As early as July 2016, Plaintiff requested a transfer outside of Ms. Agerstrand’s group. Ms. Agerstrand stated that was not possible and that she would personally prevent Plaintiff from making any lateral moves within the company.

67. Ms. Agerstrand stated in Plaintiff’s 2016 year-end evaluation that “Even though Dreea is looking to leave the department, she needs to be meeting my expectations of her current job. Dreea is responsible for a large book of business...Should Dreea jeopardize the business at HSBC or Barclays because she is not fully focused nor committed, I will be formalizing my concerns with HR.” Ms. Agerstrand’s statement and threat is further evidence of her animus towards Plaintiff, especially given that Plaintiff exceeded her sales metrics.

68. Plaintiff feared further retaliation and immediate termination if she reported Ms. Agerstrand’s unlawful actions to human resources.

69. Plaintiff’s medical conditions and related symptoms steadily worsened due to the anxiety and stress caused by Ms. Agerstrand’s unlawful actions. Plaintiff was also diagnosed with vestibular issues and migraines that were directly caused by the discriminatory treatment and hostile environment experienced by Plaintiff. As a result, Plaintiff’s need for disability leave to properly rest and recover increased. However, Plaintiff, fearing further retaliation and discrimination from Ms. Agerstrand, did not take all necessary disability leave.

70. Ultimately Plaintiff's medical condition deteriorated to the point that Plaintiff was unable to work at all. Plaintiff was approved by Defendant, through Reed Group, for short term complete disability beginning March 6, 2017.

71. Plaintiff experiences extreme anxiety and stress when contemplating returning to work for Bloomberg, which exacerbates her health condition, further preventing her from being able to return to work. Plaintiff has exhausted her 100% pay disability benefits. Unable to still work, on June 1, 2017, Plaintiff provided two weeks-notice to formally cease her employment with Bloomberg.

72. For the final 3 days of her approved short-term disability leave, Defendant paid Plaintiff 60% of her salary, resulting in a loss of income.

73. Plaintiff suffered, and continues to suffer, considerable stress and anxiety as a result of Defendant's unlawful actions.

74. Plaintiff experiences, and continues to experience, difficulty sleeping as a result of Defendant's unlawful actions.

75. Plaintiff experiences, and continues to experience, aggravation of her medical conditions, migraines, and vestibular issues as a result of Defendant's unlawful actions.

76. Ms. Agerstrand's discriminatory treatment of Plaintiff centered almost entirely around Plaintiff's time out of the office and communication requirements and proof about her time out of the office. This despite Plaintiff's success in her actual role in sales, exceeding her target metrics. There is a real inference that Ms. Agerstrand's discriminatory treatment of Plaintiff arose due to Plaintiff's disability and her disability accommodations, which previously enabled her to take intermittent paid leave on a regular basis.

77. The acts of Ms. Agerstrand were committed with reckless indifference in the face of a perceived risk that Defendant's actions would violate Plaintiff's protected rights under the NYCHRL so that, in addition to all other damages, Defendant should be required to pay punitive damages as punishment for its discriminatory and retaliatory conduct in order to deter Ms. Agerstrand and other Bloomberg employees from engaging in such conduct in the future.

FIRST CAUSE OF ACTION AGAINST DEFENDANT:
DISABILITY DISCRIMINATION

78. Plaintiff re-alleges the preceding allegations and incorporates each and every allegation herein.

79. Pursuant to Administrative Code § 8-107 (1) (a), it is an unlawful discriminatory practice for an employer to discriminate against an individual in the terms, conditions or privileges of employment because of the individual's disability.

80. Pursuant to Administrative Code § 8-102 (16) (a) disability is defined as "any physical, medical, mental or psychological impairment, or a history or record of such impairment."

81. Plaintiff's medical conditions qualify as a disability under the NYCHRL.

82. Pursuant to NYCHRL §8-107(13), an employer is liable for unlawful discriminatory practices based upon the conduct of an employee where the employee "exercised managerial or supervisory responsibility."

83. Ms. Agerstrand exercised managerial or supervisory responsibility over Plaintiff.

84. Defendant is therefore liable for the unlawful discriminatory practices alleged by Plaintiff.

85. Pursuant to NYCHRL §8-502, "any person claiming to be aggrieved by an unlawful discriminatory practice as defined in chapter one of this title or an act of discriminatory harassment

or violence as set forth in chapter six of this title shall have a cause of action in any court of competent jurisdiction for damages, including punitive damages, and for injunctive relief and such other remedies as may be appropriate”

86. Defendant treated Plaintiff less well than other employees with respect to the terms, conditions, and privileges of employment due to her disability in violation of the NYCHRL.

87. As a proximate result of Defendant’s discrimination, Plaintiff has suffered and continues to suffer, loss of past and future earnings, and other employment benefits.

88. As a further proximate result of Defendant’s discrimination, Plaintiff has suffered and continues to suffer embarrassment, humiliation, anxiety, and mental anguish.

89. The discriminatory conduct was done in conscious disregard of Plaintiff’s rights.

90. As a result of the foregoing, Plaintiff is entitled to lost past and future earnings, and other employment benefits, in amounts to be determined at trial, plus attorneys’ fees, costs, and interest.

91. As a result of the foregoing, Plaintiff also seeks compensatory damages in the sum of \$500,000.00 and the additional sum of \$100,000.00 in punitive damages.

SECOND CAUSE OF ACTION AGAINST DEFENDANT:
RETALIATION

92. Plaintiff re-alleges the preceding allegations and incorporates each and every allegation herein.

93. Each time that Plaintiff opposed or complained to Ms. Agerstrand about her unlawful discrimination and treatment of Plaintiff, Plaintiff was engaged in a protected activity under the NYCHRL, of which Ms. Agerstrand and Defendant were aware.

94. In retaliation for opposing and complaining to Ms. Agerstrand about her unlawful

discrimination and treatment of Plaintiff, Plaintiff was subject to excessive scrutiny, belittled, reprimanded, denied transfer requests, threats of being fired, and a poor yearly evaluation, among other things, all of which would be reasonably likely to deter an individual from engaging in protected activity and which was casually connected to Plaintiff's opposition and complaints of Ms. Agerstrand's disability discrimination.

95. The discriminatory conduct was done in conscious disregard of Plaintiff's rights.

96. As a result of the foregoing, Plaintiff is entitled to lost past and future earnings, and other employment benefits, in amounts to be determined at trial, plus attorneys' fees, costs, and interest.

97. As a result of the foregoing, Plaintiff also seeks compensatory damages in the sum of \$500,000.00 and the additional sum of \$100,000.00 in punitive damages.

WHEREFORE, Plaintiff demands judgment:

- (1) on her first cause of action against Defendant under the NYCHRL for past and future earnings, and other employment benefits, in an amount to be determined at trial, plus compensatory damages in the sum of \$500,000.00 and the additional sum of \$100,000.00 in punitive damages, plus interest, attorneys' fees and costs;
- (2) on her second cause of action against Defendant under the NYCHRL for past and future earnings, and other employment benefits, in an amount to be determined at trial, plus compensatory damages in the sum of \$500,000.00 and the additional sum of \$100,000.00 in punitive damages, plus interest, attorneys' fees and costs; and
- (3) such other and further relief the Court deems just and proper.

Dated: New York, New York
August 3, 2017

VIRGINIA & AMBINDER, LLP

By: /s/ Lloyd R. Ambinder, Esq.

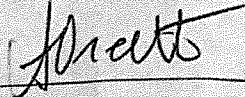
Lloyd R. Ambinder, Esq.
Kara Miller, Esq.
40 Broad St., 7th Floor
New York, New York 10004
(212) 943-9080
kmiller@vandallp.com

Attorneys for Plaintiff

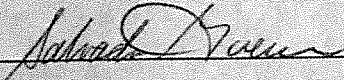
VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Andrea Orent, being duly sworn, deposes and says that she is the Plaintiff in the within action; that she has duly read the foregoing Complaint and knows the contents thereof; that the same is true to her own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters she believes them to be true.



Sworn to before me this 2 day of Aug, 2017



Notary Public/State of New York

SALVADOR GUEVARA
Commissioner of Deeds
City of New York - No. 4-4948
Certificate Filed in New York County
Commission Expires 4/1/2018